

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

ESSIE TERRELL, ETHELYN MERRIMAN,)
VANESSA HARRINGTON, BETTY)
VAUGHN, DONALD CANTA, ROSEMARY)
WOODS, LAKENYA SCARBROUGH,)
BRENDA ROBINSON, TERRIE LANE,)
LATASHA BROTHERS, DANI WEEKLY-)
TURNER, SHERRY WYSINGER, APRIL)
GRIFFIN, JUAN BRADY, BRENDA)
STOKES, WILLIE MAE WATSON,)
CARRIOLA MYERS, SHERI)
RICHARDSON, SARAH GUSTEN,)
WILLIAM DUPREE, JESSIE HUDSON,)
GWENDOLYN FRIERSON, LILLIE M)
JOHNS, LAURA FIELDS, LINDA)
HAMPTON, VERONICA BANKS,)
ANTHONY ALLEN, TRINA RINEY,)
FRAMONIA TAYLOR, LATOSHA ROSS,)
DEBORA LORICK, DUDLEY JONES,)
CAROLYN MOORE, MICHAEL HENRY,)
CAROLYN WALKER, GLORIA DIGGS)
ANDERSON, JANETHA WYSINGER,)
ROCHELLE CAMERON, LORETTA NEAL,)
VICKI GIA MOORE, JOYCE PAYNE,)
NATALIE STEEN, VALERIE LANE,)
TAMMY SMITH, GEORGIE WILLIAMS,)
NYTASHA JACKSON, PATRICIA)
SAWYER, REGINA JOHNSON, MAXINE)
PALMER, DIANE RANDALL, FERMETHA)
BLACK, THANE WRIGHT, JOYCE HALL,)
SINCEVA GOODIN, LISA SANDERS,)
ADRIENNE LAGRANDE, MICHELLE)
WOODS, JESSICA FORD, JANICE)
BUFORD OBRIEN, TANYA DOTSON,)
ANDELA MARIE JONES, JERMASHA)
HODGE, MARIKA CURRY, DEYUNNA)
WHITE, RHONDA BLOUNT, DIANE)
HENDRICKS, LAUREN CHEATHAN,)
MARIKA CURRY, PATRICIA ANN)

COMPLAINT

Cause No. 16-481

JURY TRIAL DEMANDED

BURNS, REANTA MINOR, VOWLINDA)
JONES, ARCHIE WILLIAMS, WILLIAM)
GHOLAR, DEVON DAVIS, WILLIE)
GHOLAR JR., ERROL MORRIS, GLORIA)
JAMES, MARIA HAMPTON, PAMELA)
HUNTER, OPALIA MITCHELL, NEQUITA)
YOUNG, ALICIA SMOOT, RONALD)
GRAY, TAMMY REED, ANTOZNE)
BROWN, JEFF STEWART, NEDRA)
RHONE, YVETTE WALKER, LANELL)
WILLIAMS, PAULA PEOPLES, NORMA)
ROGERS, RHONDA BLOUNT, PAULA)
DAVIS, BEVERLY DILLARD, YAARAN)
WILLIAMS, QUANTEZ JOHNSON, MARY)
MORGAN, TIFFANY VAUGHN, BETTY)
BELL, WANAKEE BROWN, WYKESHIA)
THURMON, JOYCE COLLIER-LOGAN,)
WINONA JONES, DAWANA EVERS,)
RICHARD DARDEN, LAWANDA)
DARDEN, QUANA BAKER, BARBARA)
COOPER, DARLENE MERRIWEATHER,)
LASHEBA HUDSON, CARRIE DUNCAN,)
WINDEL WILLIAMS, PAULETTE JONES,)
PATRICIA MCLUCAS, ROSHAY)
ROBERTS, TIRA SCALES, DEDRA)
PALMORE, LINDA WASHINGTON, KEISA)
MARTIN, TIIGRASV, KIANNA DILLARD,)
CYNTHIA FELTON, DARLENE)
ABERCROMBIE, TIIGRAS GRAM,)
TIFFANY PICKET, ANNETTE HOLLINS,)
CHARLENE GRIGGS, MELINDA)
ROBERTS, BRANDI WRIGHT, DARMELA)
LOCKET, LYNETTE HOWARD, REGINA)
C. WILSON, KISHI CARTER, TONEY)
FULTON, CONTINA FRAZIEN,)
ANTONETTE GATEWOOD, KIM)
SANDERS, DEON KING, LANGSTON)
STEPHENSON, NORMA ROGERS,)
THERESA GIBSON, MARTYE COSTELLO,)
QUINELLA BOOKER, STARLING)
ANDERSON, ALBERTA TRAVIS,)
CRYSTAL WHITE, HENRY PENDLETON)
JR, MARILYN GILLESPIE, RUBY)

GLADNEY, LINDA BRIMER, BEVERLY)
SMITH, ANITTA ATT MEN, PATRINIA)
FELDER, DORTHEA PATTERSON,)
ERNESTINE CLAY, TRACY JACKSON,)
CANDACE HUGHES-JONES, CYNTHIA)
CAMPBELL, CYNTHIA D WILSON,)
NAUSCAA BROWN, HARVEY Q. PITT,)
SANFORD JOHNSON, HAZEL E. ATKINS,)
DANYELL WYSINGER, EUGENE IRBY,)
MORNECE JACKSON, CYNTHIA)
CUMMINGS, KIMBERLY LEE, JOHN)
ROSS, VERONICA MORRIS, RODNEISHA)
BRYANT, RECKEA STEWART,)
SHATANYA HALL, ADA PERKINS,)
CHRISTOPHER SNOW, JIMMEL JONES,)
JENNIFER HARRIS, DELORIS)
MARSHALL, MARILYN YOUNG, ROBERT)
HAYNES, CANNELIA WINTERS,)
TANYETTEN HOLLINS, NATASHA)
WILLIAMS, LIAKISHA TURNER, MIIKO)
ADAMS, KELLY WILLIAMS, KAREN)
YOUNG-BLANCHARD, KIRK BRADLEY,)
DARYL GARNER, CYNETRIS)
MATHHEWS, MONALISA JORDAN,)
JENNIFER THOMAS, TYLONDA BELL,)
LARRY CLONINGEN, SCAKINA JOINER,)
TANYETTEA HOLLINS, MARGO LEWIS,)
DEBBIE WILHELM, SHUREE WYSINGER,)
WAYNE COOK, CATHERINE PEPPER,)
STEVA TERNIL, LILA SUE RILEY,)
ROCHELLE HORN, YASMIN JOHNSON,)
JOSEPH WILLIAMS, MISHESHE VANCE,)
RICHARD BEASLEY, MARLO COTTON,)
TONYA GRIFFIN, NICOLA GUEST,)
MARSHA JELKS, TAMMY KENNEL,)
LORETTA KNOX, LATWANNA LANE,)
RHONDA MOSLEY, STEPHENIE)
PHILLIPS, NANCY STEVENSON,)
TIFFANY TATE, MICHEAL WIMBLEY,)
BOBBY NILL, BRENDA BAIDY, BRENDA)
WILLIAMS, CALVEANT PAIGE,)
CAROLYN MCCRAY, CLARICE MILLER,)
DEBRA FOWLER, DEENA LANDER,)

DERRICK MOORE, DEWANDA)
WILLIAMS, DIANE COLE, DOROTHY)
WALLS, ELAINE BATTEAST, JOHN)
STITES, KIM PERRY, ROLENA GUEST,)
JOHN AND JANE DOES and other employees)
similarly situated,)
)
plaintiffs,)
)
v.)
)
FIRST STUDENT MANAGEMENT LLC,)
and FIRST STUDENT, INC.,)
)
defendants.)

COMPLAINT

Plaintiffs, Essie Terrell, Ethelyn Merriman, Vanessa Harrington, Betty Vaughn, Donald Canta, Rosemary Woods, Lakenya Scarbrough, Brenda Robinson, Terrie Lane, Latasha Brothers, Dani Weekly-Turner, Sherry Wysinger, April Griffin, Juan Brady, Brenda Stokes, Willie Mae Watson, Carriola Myers, Sheri Richardson, Sarah Gusten, William Dupree, Jessie Hudson, Gwendolyn Frierson, Lillie M Johns, Laura Fields, Linda Hampton, Veronica Banks, Anthony Allen, Trina Riney, Framonia Taylor, Latosha Ross, Debora Lorick, Dudley Jones, Carolyn Moore, Michael Henry, Carolyn Walker, Gloria Diggs Anderson, Janetha Wysinger, Rochelle Cameron, Loretta Neal, Vicki Gia Moore, Joyce Payne, Natalie Steen, Valerie Lane, Tammy Smith, Georgie Williams, Nytasha Jackson, Patricia Sawyer, Regina Johnson, Maxine Palmer, Diane Randall, Fermetha Black, Thane Wright, Joyce Hall, Sinceva Goodin, Lisa Sanders, Adrienne LaGrand, Michelle Woods, Jessica Ford, Janice Buford Obrien, Tanya Dotson, Andela Marie Jones, Jermasha Hodge, Marika Curry, Deyunna White, Rhonda Blount, Diane Hendricks, Lauren Cheathan, Marika Curry, Patricia Ann Burns, Reanta Minor, Vowlinda Jones, Archie Williams, William Gholar, Devon Davis, Willie Gholar Jr., Errol Morris, Gloria James, Maria Hampton, Pamela Hunter, Opalia Mitchell, Nequita Young, Alicia Smoot, Ronald Gray, Tammy Reed, Antozne Brown, Jeff Stewart, Nedra Rhone, Yvette Walker, Lanell Williams, Paula Peoples, Norma Rogers, Rhonda Blount, Paula Davis, Beverly Dillard, Yaaran Williams, Quantez Johnson, Mary Morgan, Tiffany Vaughn, Betty Bell, Wanakee Brown, Wykeshia Thurmon, Joyce Collier-Logan, Winona Jones, Dawana Evers, Richard Darden, LaWanda Darden, Quana Baker, Barbara Cooper, Darlene Merriweather, LaSheba Hudson, Carrie Duncan, Windel Williams, Paulette Jones, Patricia McLucas, Roshay Roberts, Tira Scales, Dedra Palmore, Linda Washington, Keisa Martin, Tiigrasy, Kianna Dillard, Cynthia Felton, Darlene

Abercrombie, Tiigras Gram, Tiffany Picket, Annette Hollins, Charlene Griggs, Melinda Roberts, Brandi Wright, Darmela Locket, Lynette Howard, Regina C. Wilson, Kishi Carter, Toney Fulton, Contina Frazien, Antonette Gatewood, Kim Sanders, Deon King, Langston Stephenson, Norma Rogers, Theresa Gibson, Martye Costello, Quinella Booker, Starling Anderson, Alberta Travis, Crystal White, Henry Pendleton Jr., Marilyn Gillespie, Ruby Gladney, Linda Brimer, Beverly Smith, Anitta Attmen, Patrinia Felder, Dorthea Patterson, Ernestine Clay, Tracy Jackson, Candace Hughes-Jones, Cynthia Campbell, Cynthia D Wilson, Nauscaa Brown, Harvey Q. Pitt, Sanford Johnson, Hazel E. Atkins, Danyell Wysinger, Eugene Irby, Mornece Jackson, Cynthia Cummings, Kimberly Lee, John Ross, Veronica Morris, Rodneisha Bryant, Reckea Stewart, Shatanya Hall, Ada Perkins, Christopher Snow, Jimmel Jones, Jennifer Harris, Deloris Marshall, Marilyn Young, Cannelia Winters, Tanyetten Hollins, Natasha Williams, Liakisha Turner, Miiko Adams, Kelly Williams, Karen Young-Blanchard, Kirk Bradley, Daryl Garner, Cynetris Mathhews, Monalisa Jordan, Jennifer Thomas, Tylonda Bell, Larry Clonigen, Scakina Joiner, Tanyettea Hollins, Margo Lewis, Debbie Wilhelm, Shuree Wysinger, Wayne Cook, Catherine Pepper, Steva Ternil, Lila Sue Riley, Rochelle Horn, Yasmin Johnson, Joseph Williams, Misheshe Vance, Richard Beasley, Marlo Cotton, Tonya Griffin, Nicola Guest, Marsha Jelks, Tammy Kennel, Loretta Knox, Latwanna Lane, Rhonda Mosley, Stephenie Phillips, Nancy Stevenson, Tiffany Tate, Micheal Wimbley, Bobby Nill, Brenda Baidy, Brenda Williams, Calveant Paige, Carolyn Mccray, Clarice Miller, Debra Fowler, Deena Lander, Derrick Moore, Dewanda Williams, Diane Cole, Dorothy Walls, Elaine Batteast, John Stites, Kim Perry, Rolena Guest, and other employees similarly situated, by and through their attorneys CRONIN and BERKOWITZ PC, ROTH LAW GROUP LLC and THE FLYNN LAW FIRM, P.C., and for their Complaint against Defendants, FIRST STUDENT MANAGEMENT LLC and FIRST STUDENT, INC. (Collectively “First Student” or “Defendants”) state as follows:

PRELIMINARY STATEMENT

1. Plaintiffs bring this action on behalf of themselves and a class of other similarly situated employees for unpaid compensation and overtime compensation and related penalties and damages pursuant to the 29 U.S.C. §216(b) of the Fair Labor Standard Act (“FLSA”) and Missouri law.

PARTIES

2. Plaintiff Essie Terrell is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

3. Plaintiff Ethelyn Merriman is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
4. Plaintiff Vanessa Harrington is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
5. Plaintiff Betty Vaughn is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
6. Plaintiff Donald Canta is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
7. Plaintiff Rosemary Woods is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
8. Plaintiff Lakenya Scarbrough is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
9. Plaintiff Brenda Robinson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
10. Plaintiff Terrie Lane is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
11. Plaintiff Latasha Brothers is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
12. Plaintiff Dani Weekly-Turner is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
13. Plaintiff Sherry Wysinger is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.

14. Plaintiff April Griffin is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
15. Plaintiff Juan Brady is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
16. Plaintiff Brenda Stokes is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
17. Plaintiff Willie Mae Watson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
18. Plaintiff Carriola Myers is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
19. Plaintiff Sheri Richardson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
20. Plaintiff Sheri Richardson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
21. Plaintiff William Dupree is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
22. Plaintiff Jessie Hudson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
23. Plaintiff Gwendolyn Frierson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
24. Plaintiff Lillie M Johns is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.

25. Plaintiff Laura Fields is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
26. Plaintiff Linda Hampton is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
27. Plaintiff Veronica Banks is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
28. Plaintiff Anthony Allen is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
29. Plaintiff Trina Riney is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
30. Plaintiff Framonia Taylor is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
31. Plaintiff Framonia Taylor is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
32. Plaintiff Debora Lorick is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
33. Plaintiff Debora Lorick is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
34. Plaintiff Carolyn Moore is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
35. Plaintiff Michael Henry is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.

36. Plaintiff Carolyn Walker is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
37. Plaintiff Gloria Diggs Anderson is a resident of Randolph County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
38. Plaintiff Janetha Wysinger is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
39. Plaintiff Rochelle Cameron is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
40. Plaintiff Loretta Neal is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
41. Plaintiff Vicki Gia Moore is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
42. Plaintiff Joyce Payne is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
43. Plaintiff Natalie Steen is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
44. Plaintiff Valerie Lane is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
45. Plaintiff Tammy Smith is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
46. Plaintiff Georgie Williams is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.

47. Plaintiff Nytasha Jackson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
48. Plaintiff Patricia Sawyer is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
49. Plaintiff Patricia Sawyer is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
50. Plaintiff Maxine Palmer is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
51. Plaintiff Diane Randall is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
52. Plaintiff Fermetha Black is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
53. Plaintiff Thane Wright is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
54. Plaintiff Thane Wright is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
55. Plaintiff Thane Wright is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
56. Plaintiff Lisa Sanders is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
57. Plaintiff Adrienne LaGrand is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.

58. Plaintiff Michelle Woods is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
59. Plaintiff Jessica Ford is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
60. Plaintiff Janice Buford Obrien is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
61. Plaintiff Tanya Dotson is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
62. Plaintiff Andela Marie Jones is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
63. Plaintiff Jermasha Hodge is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
64. Plaintiff Marika Curry is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
65. Plaintiff Deyunna White is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
66. Plaintiff Rhonda Blount is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
67. Plaintiff Rhonda Blount is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
68. Plaintiff Lauren Cheathan is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.

69. Plaintiff Marika Curry is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
70. Plaintiff Patricia Ann Burns is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
71. Plaintiff Reanta Minor is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
72. Plaintiff Vowlinda Jones is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
73. Plaintiff Archie Williams is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
74. Plaintiff William Gholar is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
75. Plaintiff Devon Davis is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
76. Plaintiff Devon Davis is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
77. Plaintiff Devon Davis is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
78. Plaintiff Gloria James is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
79. Plaintiff Maria Hampton is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.

80. Plaintiff Pamela Hunter is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
81. Plaintiff Opalia Mitchell is a resident of St. Louis County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
82. Plaintiff Nequita Young is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
83. Plaintiff Alicia Smoot is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
84. Plaintiff Ronald Gray is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
85. Plaintiff Tammy Reed is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
86. Plaintiff Antozne Brown is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
87. Plaintiff Jeff Stewart is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
88. Plaintiff Nedra Rhone is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
89. Plaintiff Yvette Walker is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
90. Plaintiff Lanell Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

91. Plaintiff Paula Peoples is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
92. Plaintiff Norma Rogers is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
93. Plaintiff Rhonda Blount is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
94. Plaintiff Paula Davis is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
95. Plaintiff Beverly Dillard is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
96. Plaintiff Yaaran Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
97. Plaintiff Quantez Johnson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
98. Plaintiff Mary Morgan is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
99. Plaintiff Tiffany Vaughn is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
100. Plaintiff Betty Bell is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
101. Plaintiff Wanakee Brown is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

102. Plaintiff Wykeshia Thurmon is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
103. Plaintiff Joyce Collier-Logan is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
104. Plaintiff Winona Jones is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
105. Plaintiff Dawana Evers is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
106. Plaintiff Richard Darden is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
107. Plaintiff LaWanda Darden is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
108. Plaintiff Quana Baker is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
109. Plaintiff Barbara Cooper is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
110. Plaintiff Darlene Merriweather is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
111. Plaintiff LaSheba Hudson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
112. Plaintiff Carrie Duncan is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

113. Plaintiff Windel Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
114. Plaintiff Paulette Jones is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
115. Plaintiff Patricia McLucas is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
116. Plaintiff Roshay Roberts is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
117. Plaintiff Robert Haynes is a resident of St. Clair County, Illinois and a true copy of a “Consent to Join” form is attached hereto.
118. Plaintiff Tira Scales is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
119. Plaintiff Dedra Palmore is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
120. Plaintiff Linda Washington is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
121. Plaintiff Keisa Martin is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
122. Plaintiff Tiigrasv is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
123. Plaintiff Kianna Dillard is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

124. Plaintiff Cynthia Felton is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
125. Plaintiff Darlene Abercrombie is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
126. Plaintiff Tiigras Gram is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
127. Plaintiff Tiffany Picket is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
128. Plaintiff Melinda Roberts is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
129. Plaintiff Brandi Wright is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
130. Plaintiff Darmela Locket is a resident of St. Clair County, Illinois and a true copy of a “Consent to Join” form is attached hereto.
131. Plaintiff Lynette Howard is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
132. Plaintiff Regina C. Wilson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
133. Plaintiff Kishi Carter is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
134. Plaintiff Toney Fulton is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

135. Plaintiff Contina Frazien is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
136. Plaintiff Antonette Gatewood is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
137. Plaintiff Kim Sanders is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
138. Plaintiff Deon King is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
139. Plaintiff Langston Stephenson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
140. Plaintiff Norma Rogers is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
141. Plaintiff Theresa Gibson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
142. Plaintiff Martye Costello is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
143. Plaintiff Quinella Booker is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
144. Plaintiff Starling Anderson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
145. Plaintiff Alberta Travis is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

146. Plaintiff Crystal White is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
147. Plaintiff Henry Pendleton Jr. is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
148. Plaintiff Marilyn Gillespie is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
149. Plaintiff Ruby Gladney is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
150. Plaintiff Linda Brimer is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
151. Plaintiff Beverly Smith is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
152. Plaintiff Anitta Attmen is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
153. Plaintiff is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
154. Plaintiff Patrinia Felder is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
155. Plaintiff Patrinia Felder is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
156. Plaintiff Ernestine Clay is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

157. Plaintiff Tracy Jackson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
158. Plaintiff Candace Hughes-Jones is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
159. Plaintiff Cynthia Campbell is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
160. Plaintiff Cynthia Campbell is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
161. Plaintiff Nauscaa Brown is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
162. Plaintiff Harvey Q. Pitt is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
163. Plaintiff Sanford Johnson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
164. Plaintiff Hazel E. Atkins is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
165. Plaintiff Danyell Wysinger is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
166. Plaintiff Eugene Irby is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
167. Plaintiff Eugene Irby is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

168. Plaintiff Cynthia Cummings is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
169. Plaintiff Kimberly Lee is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
170. Plaintiff John Ross is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
171. Plaintiff John Ross is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
172. Plaintiff John Ross is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
173. Plaintiff Reckea Stewart is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
174. Plaintiff Shatanya Hall is a resident of St. Clair County, Illinois and a true copy of a “Consent to Join” form is attached hereto.
175. Plaintiff Ada Perkins is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
176. Plaintiff Ada Perkins is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
177. Plaintiff Jennifer Harris is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
178. Plaintiff Christopher Snow is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

179. Plaintiff Jimmel Jones is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
180. Plaintiff Deloris Marshall is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
181. Plaintiff Marilyn Young is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
182. Plaintiff Cannelia Winters is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
183. Plaintiff Tanyetten Hollins is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
184. Plaintiff Natasha Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
185. Plaintiff Liakisha Turner is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
186. Plaintiff Miiko Adams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
187. Plaintiff Kelly Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
188. Plaintiff Karen Young-Blanchard is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
189. Plaintiff Kirk Bradley is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

190. Plaintiff Daryl Garner is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
191. Plaintiff Cynetris Mathhews is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
192. Plaintiff Monalisa Jordan is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
193. Plaintiff Jennifer Thomas is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
194. Plaintiff Tylonda Bell is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
195. Plaintiff Larry Clonigen is a resident of Phelps County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
196. Plaintiff Scakina Joiner is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
197. Plaintiff Tanyettea Hollins is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
198. Plaintiff Margo Lewis is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
199. Plaintiff Debbie Wilhelm is a resident of Phelps County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
200. Plaintiff Shuree Wysinger is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

201. Plaintiff Wayne Cook is a resident of Phelps County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
202. Plaintiff Catherine Pepper is a resident of Dent County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
203. Plaintiff Steva Ternil is a resident of Phelps County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
204. Plaintiff Lila Sue Riley is a resident of Phelps, Missouri and a true copy of a “Consent to Join” form is attached hereto.
205. Plaintiff Rochelle Horn is a resident of Phelps County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
206. Plaintiff Yasmin Johnson is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
207. Plaintiff Joseph Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
208. Plaintiff Misheshe Vance is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
209. Plaintiff John Randy Stites is a resident of Dent County, Missouri and a true copy of a “Consent to Join” form is attached hereto.
210. Plaintiff Brenda Baidy is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
211. Plaintiff Elaine Batteast is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

212. Plaintiff Richard Beasley is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
213. Plaintiff Diane Cole is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
214. Plaintiff Marlo Cotton is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
215. Plaintiff Debra Fowler is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
216. Plaintiff Tonya Griffin is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
217. Plaintiff Nicola Guest is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
218. Plaintiff Rolena Guest is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
219. Plaintiff Marsha Jelks is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
220. Plaintiff Tammy Kennel is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
221. Plaintiff Loretta Knox is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
222. Plaintiff Deena Lander is a resident of McLean County, Illinois and a true copy of a “Consent to Join” form is attached hereto.

- 223. Plaintiff Latwanna Lane is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 224. Plaintiff Carolyn McCray is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 225. Plaintiff Clarice Miller is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 226. Plaintiff Derrick Moore is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 227. Plaintiff Rhonda Mosley is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 228. Plaintiff Robbie Nill is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 229. Plaintiff Calveant Paige is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 230. Plaintiff Kim Perry is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 231. Plaintiff Stephenie Phillips is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
- 232. Plaintiff Nancy Stevenson is a resident of St. Clair County, Illinois and a true copy of a “Consent to Join” form is attached hereto.
- 233. Plaintiff Tiffany Tate is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.

234. Plaintiff Dorothy Walls is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
235. Plaintiff DeWanda Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
236. Plaintiff Brenda Williams is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
237. Plaintiff Micheal Wimbley is a resident of St. Louis City or St. Louis County, Missouri, and a true copy of a “Consent to Join” form is attached hereto.
238. All of the foregoing parties shall be denominated as “Plaintiff” and shall be referred herein collectively as “the Plaintiffs.” Additional Plaintiffs will be added as they join the suit.
239. Defendant First Student Management, LLC is a Delaware LLC with a registered agent located at 120 S. Central Ave., Clayton, MO 63105.
240. Defendant First Student, Inc is a Delaware corporation with a registered agent located at 120 S. Central Ave., Clayton, MO 63105, it is the parent corporation of First Student Management LLC.
241. At all times hereto, Defendant First Student Management LLC acted as an agent or alter ego of Defendant First Student Inc., thereby rendering both and the other joint employers under the applicable state and federal statutes relied upon herein and rendering both and the other liable for any and all acts or omissions on the part of the other.
242. First Student Management LLC and First Student Inc. are referred hereinafter as “First Student” or “Defendant.”

JURISDICTION AND VENUE

243. This Court has original federal question jurisdiction under 28 U.S.C. § 1331 of the Fair Labor Standard Act (“FLSA”) 29 U.S.C. §216(b), *et seq.*

244. This Court has supplemental jurisdiction over Plaintiffs’ state law claims under 28 U.S.C. §1367(a), *et seq.*

245. Venue is proper in the Eastern District of Missouri, because Defendant operates from multiple locations within this District and numerous individual named Plaintiffs are residents of this District.

INTERSTATE COMMERCE

246. Defendant First Student is a nationwide provider of student bus transportation with operations in at least 42 different states.

247. Defendant First Student operates an enterprise engaged in interstate commerce within the meaning of the FLSA.

248. Based upon preliminary good faith investigation, for each of the three (3) years preceding the filing of this complaint, First Student has employed 2 or more individuals “handling, selling, or otherwise working on goods or materials that can be moved or produced for commerce.”

249. Based upon preliminary good faith investigation, First Student grossed more than \$500,000.00 in the past fiscal year.

250. Plaintiffs, and members of the Plaintiff Class, at all time relevant hereto, were “employee(s)” as the term is defined by 29 U.S.C. §203(e).

251. First Student was, at all times relevant hereto, an “employer” as that term is defined by 29 U.S.C. §203(d).

FACTS

252. During and before 2013, plaintiffs were employed by First Student as bus drivers and driver assistants the employment of plaintiffs pursuant to an express agreement wherein defendant agreed to pay for all time worked by the plaintiffs.

253. Plaintiffs were engaged in the intrastate transportation of students to local municipal schools and providing students intrastate transportation to extracurricular activities such as various extracurricular activities.

A. The Bus Yards.

254. Based upon preliminary good faith investigation, between 2013 and the date of this Complaint, Defendant operated and/or continues to operate out of approximately twenty-seven (27) separate bus yards in the state of Missouri.

255. Defendants operate a bus yard located at 20282 Truitt Dr, Eureka, MO 63025.

256. Defendants operate a bus yard located at 44 Clark Ave, Kirkwood, MO 63122

257. Defendants operate a bus yard located at 3507 S Park Ave, Sedalia, MO 65301

258. Defendants operate a bus yard located at 700 S. Spring Street, St. Louis, MO 63110

259. Defendants operate a bus yard located at 2 Union 70 Center Pkwy, St. Louis, MO 63120

260. Defendants operate a bus yard located at 400 M E Frick Rd, Washington, MO 63090

- 261. Defendants operate a bus yard located at 321 Norman Dr, Jefferson City, MO 65109
- 262. Defendants operate a bus yard located at 4260 Gravois Rd, House Springs, MO 63051
- 263. Defendants operate a bus yard located at 1226 11th St, Boonville, MO 65233
- 264. Defendants operate a bus yard located at 10400 Tesshire Dr, St. Louis, MO 63123
- 265. Defendants operate a bus yard located at 1381 Ferguson Ave, Pagedale, MO 63133
- 266. Defendants operate a bus yard located at 1625 Gratz-Brown St, Moberly, MO 65270
- 267. Defendants operate a bus yard located at 301 Duck Rd, Grandview, MO 64030
- 268. Defendants operate a bus yard located at 17146 Manchester Rd, Grover, MO
- 269. Defendants operate a bus yard located at 6400 E 35th St, Kansas City, MO 64129
- 270. Defendants operate a bus yard located at 7055 MO-94, St Charles, MO 63304
- 271. Defendants operate a bus yard located at 3356 E Outer Rd, Scott City, MO 63780
- 272. Defendants operate a bus yard located at 485 St Peters Howell Rd, St Charles, MO 63304
- 273. Defendants operate a bus yard located at 6207 NW Bell Rd, Parkville, MO 64152
- 274. Defendants operate a bus yard located at 3061 Mercantile Industrial Dr, St Charles, MO 63301
- 275. Defendants operate a bus yard located at 1113 Falcon Crest Ct, Nixa, MO 65714
- 276. Defendants operate a bus yard located at 11960 Westline Industrial Dr #321, St. Louis, MO 63146
- 277. Defendants operate a bus yard located at 807 Chambers Rd, St. Louis, MO 63137

278. Defendants operate a bus yard located at 5300 Hall St, St. Louis, MO 63147

279. Defendants operate a bus yard located at 1 Nassau Cir, Kansas City, MO 64153

280. Defendants operate a bus yard located at 10461 Outer Rd, Odessa, MO 64076

281. Defendants operate a bus yard located at 3511 Clark Ln, Columbia, MO 65202

282. In and before 2013, and persisting until the time of this Complaint, Defendant violated Federal and Missouri state law by failing to abide by the respective wage and hour laws.

283. Defendants' acts and omissions constituting violations include, but are not limited to, refusing to pay drivers and assistants for time actually spent working for Defendant, failing to pay employees "time and a half" for all overtime, and failing to keep accurate time records.

284. Plaintiffs bring the Federal Law claims, Counts I and II, in this action pursuant to the Fair Labor Standards Act and the Portal to Portal Act, seeking unpaid wages, liquidated damages, interest, costs and attorney's fees.

285. Plaintiffs bring the Missouri claims, Counts III and IV, in this action pursuant to Missouri law on their own behalf and on behalf of employees similarly situated, Mo. Rev. Stat. §§ 290.505 and 290.527, seeking unpaid wages, unpaid overtime, attorney's fees and costs and other available remedies under the statute including liquidated damages and interest on any and all wages found to be owed.

B. Allegations as to Willful Violations under FLSA.

286. Defendants' violations in this case were "willful" violations and not the result of any mistaken impression of the applicable law as they were warned of the impropriety of their conduct on multiple occasions.

287. Pursuant to two (2) Freedom of Information Act (FOIA) requests, Plaintiffs secured

multiple investigations by the United States Department of Labor (USDOL) of First Student and its subsidiaries for a period of ten (10) years. Contained with the production were six (6) instances of First Student violating the FLSA, ultimately resulting in the imposition of civil penalties as a result of First Student's "history of violations." The relevant investigations are summarized as follows:

- a. Case 1321753. Investigation report dated 2/24/04, location Hudson, New Hampshire. First Student's contention that school bus drivers are exempt from overtime under the FLSA was rejected. Total overtime back-wages due: \$5,245.00.
- b. Case 1332520. Investigation report dated 9/11/04, location Hanson, Massachusetts. First Student's contention that school bus drivers are exempt from overtime under the FLSA was rejected. Total overtime back-wages due: \$3,081.61.
- c. Case 1455596. Investigation report dated 12/27/11, location Sheffield Ohio. First Student violated FLSA and directed to pay 52 bus drivers for overtime. Total overtime back-wages due: \$16,707.73.
- d. Case 1525848. Investigation report dated 11/21/08, location Elyria, Ohio. First Student's violated FLSA and directed to pay bus driver for overtime. Total overtime back-wages due: \$185.31.
- e. Case 1537033. Investigation report dated 7/30/09, location Englewood, New Jersey. First Student was ordered to pay back-wages and overtime to school bus dispatchers pursuant to a "self-audit". Total overtime back-wages due:

\$420,428.61.

- f. Case 1560444. Investigation report dated 10/5/10, location St. Louis, Missouri.

First Student found to have violated FLSA for two employees. Civil penalties assessed due to First Student's "history of violations." Total overtime back-wages due: \$2,230.88.

- g. Case 1455596. Investigation report dated 12/27/11, location Hudson, New

Hampshire. First Student's contention that school bus drivers are exempt from overtime under the FLSA was rejected. Total overtime back-wages due: \$5,245.00.

288. Pursuant to a New Jersey Open Records Act request, Plaintiffs secured multiple investigations by the New Jersey Department of Labor and Workforce Development (NJDOL) concerning First Student and its subsidiaries for a period of ten (10) years.

289. Contained with the production were six (6) instances of First Student violating the New Jersey's Wage and Hour law, ultimately resulting in the imposition of significant civil penalties as a result of First Student's "history of violations" of other state wage and hour laws, similar to the wage and hour laws of Missouri. The relevant investigations are summarized as follows:

- a. Case GE-1268-0611-WAL. Investigation report dated 4/25/11, location

Lawnside, New Jersey. First Student was ordered to pay \$439.27 in wages, \$43.93 in fees and a penalty of \$500.00.

- b. Case GE-1947-0711-MAT. Investigation report dated 9/17/11, location

Englewood, New Jersey. First Student was ordered to pay a penalty of \$500.00

for the failure to promptly pay wages.

- c. Case GE-2861-0804-HOL. Investigation report dated 6/21/04, location Englewood, New Jersey. First Student was ordered to pay \$10,630.78 in wages, \$1,063.08 in fees and a penalty of \$2,000.00.
- d. Case GE-4002-1206-HAO. Investigation report dated 12/6/06, location Delran, New Jersey. First Student was ordered to pay \$1,637.40 in wages, \$163.74 in fees and a penalty of \$250.00.
- e. Case GE-1789-0308-KEL. Investigation report dated 3/7/08, location Gardner, New Jersey. First Student was ordered to pay a penalty of \$250.00 for the failure to keep payroll records.
- f. Case GE-1825-0610-MUL. Investigation report dated 7/12/10, location Great Meadows, New Jersey. First Student was ordered to pay \$405.27 in wages, \$40.53 in fees and a penalty of 50.00.

290. Both Federal law and Missouri law require that Defendants maintain employee time records and that said records be made available for inspection. 29 U.S.C.A. § 211(c); Mo. Rev. Stat. § 290.520.

291. First Student does not maintain time records, but rather estimates payroll based upon timestamps provided through an equipment inspection system which produces Electronic Vehicle Inspection Reports (“the EVIR system”), for inspection records required to be maintained pursuant to Federal Department of Transportation regulations.

292. Missouri Wage and Hour Law requires every employee shall be paid for all time owed by an employer.

293. Missouri Wage and Hour Law requires every employee shall be paid 1.5 their regular wage for all hours worked beyond 40 hour in any given week in accordance with her/his employment agreement. Mo. Rev. Stat. § 290.505.

294. Defendants consistently failed to pay employees for all time worked.

295. Based upon preliminary good faith investigation, Defendants' compensation policies and practices relative to its bus drivers and assistants was a calculated choice, risking the chance of prosecution against the cumulative savings from non-payment of wages due and owing.

296. Because Defendants' history bespeaks of willful violations of both Federal and State Law, the three (3) year statute of limitations under the FLSA applies in this matter.

C. Class Representation FLSA - Counts I and II

297. Pursuant to 29 U.S.C. §216(b), plaintiffs bring the claims alleged in Counts I through II on behalf of themselves and an opt-in class of all persons who were, are or will be hourly non-exempt bus drivers and driver assistants employed by First Student, who earned, but did not receive proper payment under federal law ("the Proposed FLSA Class").

298. Plaintiffs contend that class representation is appropriate because:

- a) Based upon preliminary good faith investigation , the size of the proposed class is so numerous that joinder of all individual members would be impracticable as the Proposed FLSA Class exceeds 9,000-12,000 individual members;
- b) The named plaintiffs are adequate class representatives because they are directly impacted by First Student's acts and omissions and the interests of the named plaintiffs are not antagonistic to the proposed class as a whole;
- c) The lead attorneys representing the named plaintiffs each have in excess of 20

years of experience as trial attorneys and both attorneys have successfully represented similar plaintiffs against this same defendants for identical claims;

d) Common questions of law and fact are involved, specifically related to First Student's accounting and pay practices; these common fact questions include, but are not limited to:

- i. Whether First Student unlawfully and willfully failed to pay straight and overtime compensation to members of the Proposed FLSA Class in violation of the FLSA;
- ii. Whether the members of the Proposed FLSA Class are non-exempt employees entitled to overtime payment under the FLSA for all hours in excess of 40 hours in any given workweek;
- iii. Whether First Student employed the members of the Proposed FLSA Class within the meaning of federal law;
- iv. Whether First Student failed to keep accurate time records for all hours worked by members of the Proposed FLSA Class;
- v. The proper measure of damages for members of the Proposed FLSA Class;

e) First Student's acts and omissions have affected the proposed class in an equal manner and continued misconduct would similarly affect the proposed class members, thereby making appropriate final declaratory and injunctive relief with respect to the class as a whole appropriate.

D. Class Representation – Counts III and IV

299. Pursuant to the Missouri Wage and Hour Laws, Mo. Rev. Stat. § 290.500, *et seq.* (“MWHL”), Plaintiffs bring the claims alleged in Counts III through IV on behalf of themselves and similarly situated employees who were, are or will be hourly non-exempt bus drivers and driver assistants employed by First Student, who earned, but did not receive proper payment under state law (“the Proposed MWHL Class”).

300. Plaintiffs contend that class treatment pursuant to FRCP 23 is appropriate because:

- a) The size of the proposed class is so numerous that joinder of all individual members would be impracticable as the Proposed MWHL Class exceeds 9,000 to 12,000 individual members;
- b) The named Plaintiffs are adequate class representatives because they are directly impacted by First Student’s acts and omissions and the interests of the named plaintiffs are not antagonistic to the proposed class as a whole;
- c) The lead attorneys representing the named Plaintiffs each have in excess of 20 years of experience as attorneys, which has included representational litigation:
 - i. Kaighn v Idea Life, CAM-L-4414-01;
 - ii. Devone v Citgo, CAM-L-4726-08
 - iii. King v. First Student, Dkt: 11cv05015 (JBS);
 - iv. Singleton v First Student, Dkt: 13cv01744(JEI);
 - v. Hensley v First Student, Dkt: 15cv03811(JHR).
- d) Common questions of law and fact are involved, specifically related to First Student’s accounting and pay practices; these common fact questions include, but are not

limited to:

- i. Whether First Student unlawfully and willfully failed to pay straight and overtime compensation to members of the Proposed MWHL Class in violation of the MWHL and the relevant regulations promulgated under the MWHL;
 - ii. Whether the members of the Proposed MWHL Class are non-exempt employees entitled to overtime payment under the MWHL for all hours in excess of 40 hours in any given workweek;
 - iii. Whether First Student employed the members of the Proposed MWHL Class within the meaning of state law;
 - iv. Whether First Student failed to keep accurate time records for all hours worked by members of the Proposed MWHL Class;
 - v. The proper measure of damages for members of the Proposed MWHL Class;
- e) First Student's acts and omissions have affected the proposed class in an equal manner and continued misconduct would similarly affect the proposed class members, thereby making appropriate final declaratory and injunctive relief with respect to the class as a whole appropriate.

COUNT I
(FLSA – Claim for Unpaid Time at Regular Rate of Pay)

301. The factual allegations set forth in the forgoing paragraphs are repeated and realleged as if set forth herein.

302. At the time First Student agrees to a contract to provide student transportation for a particular school district, First Student secures an estimate as to the approximate time it would take to drive each route under the contract (“Estimated Route Times”).

303. These Estimated Route Times are imputed to a computer program named FOCUS.

304. These Estimated Route Times are compiled for each driver to form a “Standard Hours” estimate of the projected time the employee will work for a given week.

305. At the start of each work day the FOCUS system generates an agenda of bus route tasks that must be performed and assigns a driver to each route.

(a) Preliminary and Postliminary Activities

306. The drivers and assistants are instructed to appear at First Student's bus yard at a pre-designated time, typically 7:30 a.m. for morning runs and 1:30 p.m. for afternoon runs.

307. At the time they arrive at the yard, the drivers and assistants stand in line to receive their route assignment for the day.

308. After receiving their assignments and keys, the drivers, accompanied in most instances by their assistants (bus aides/monitors), proceed to their bus.

309. Once at the bus, the driver logs into the EVIR system with their employee badge.

310. It is at this time the driver/aide is “on the clock” and it is at that time the employee begins receiving compensation.

311. Even though drivers and assistants arrive at First Student's work site at a pre-designated time, they are not paid "on the clock" until they store the inspection report in the EVIR system.

312. Plaintiffs estimate that on average, the time between when the employee reports for work, secures their work assignment, commence their inspection and the point in time they swipe into the EVIR system, six minutes have elapsed.

313. Defendants are not recording the time expended by their employees for these "preliminary activities" and the employees are not being paid for these preliminary activities.

314. The aforementioned preliminary activities are an essential element of the driver's duties under Federal and state law and pursuant to the Defendants' own policies.

315. When the drivers return to the lot after their bus run, they are required by law and pursuant to First Student requirements to conduct a post-trip inspection of their vehicle.

316. Once the driver's vehicle is parked, the driver again logs into the EVIR system.

317. It is at this point in time that the Driver and their assistants are "off the clock", and any work performed after this point is not recorded or compensated by defendant.

318. After the driver swipes in for the post-trip EVIR system inspection, they must complete the inspection itself, clean out the bus, perform a "sleeping child" inspection, report any issues or problems to the office and return their equipment.

319. Plaintiffs estimate that, on average, six minutes elapse between the point in time between the driver logging into the EVIR system for the post-trip inspection and the point in time they are ready to complete all of their employment related tasks.

320. Defendants are not recording the time expended by their employees for these

“postliminary activities” and the employees are not being paid for these postliminary activities.

321. The aforementioned postliminary activities are an essential element of the driver’s duties under Federal and state law and pursuant to the Defendants’ own policies.

(b) Shifting Time Keeping Burden

322. When the driver logs into the EVIR system for the pre-trip inspection, an electronic message is given to the FOCUS system notifying the system that the driver has commenced his pre-trip inspection; this becomes an entry in the Standard Hours Report as the “Task Start Time”.

323. When the driver logs into the EVIR system for the post-trip inspection, another electronic message is given to the FOCUS system notifying the system the driver has commenced his post-trip inspection; this becomes an entry in the Standard Hours Report as the “End Task Time”.

324. The elapsed time between the Task Start Time and the End Task time is compared to the Estimated Route Time and if the former is within a tolerance set in the Focus system the driver is paid for the Estimated Route Time.

325. Plaintiffs are entitled to be paid for all time worked including the time within the tolerance setting, plus the undocumented preliminary activity time and the postliminary activity time.

326. In the event the time between the Task Start Time and the End Task Time is greater than the Estimated Route Time plus the tolerance, the system is designed to create an exception report.

327. These exception reports are routinely ignored and the driver/aide is only paid the Estimated Route Time, which is less than the time actually worked.

328. Where a driver does complain that they have not been paid for all time worked, pursuant to the defendant's own written policy and procedure, the burden falls upon the complaining employee to "document" the extra time.

329. By failing to maintain accurate time records of time actually worked by the employee, rather than an estimated projected amount of time worked by an employee and by shifting the burden of demonstrating the actual time worked to an employee, where the duty lies solely with the employer pursuant to Federal and Missouri law, First Student has endemically and systematically violated both Federal and State law.

(c) Dead Time

330. When a driver is assigned a "charter run" and there is gap time between the end of a regular run and the charter run, this time is designated "dead time".

331. First Student would, on many occasions, shift the time incurred on a charter run to a latter pay period for the employee, thereby avoiding overtime payments.

332. Drivers and their assistants are not compensated for this time.

333. On a regular basis, when all of the drivers' hours are properly counted, the drivers work more than 40 hours per week and during those weeks, they were not paid for all hours worked under the forty hour threshold, i.e. hours between hour 1 and hour 40.

334. Pursuant to the FLSA, plaintiffs and the members of the Proposed FLSA Class are entitled to be paid for all straight time worked during weeks their hours exceed forty (40) hours.

335. First Student has refused and continues to refuse to pay drivers and their assistants for all straight time worked.

336. The failure of First Student to pay for all straight time worked by the plaintiffs

during all weeks these drivers worked more than forty (40) hours is a violation of the FLSA.

WHEREFORE, plaintiffs pray for judgment awarding:

- a) The certification of this matter as an “opt-in” class action under Section 216(b) of the FLSA ; and,
- b) Awarding actual Damages, including back pay; and,
- c) Liquidated Damages; and,
- d) An extension of the limitations period applicable to this case to three years; and,
- e) Imposition of counsel fees and costs; and,
- f) Any and all other equitable remedies the court may deem appropriate.

Count II
(FLSA - Overtime Claims)

337. The factual allegations set forth in the forgoing paragraphs are repeated and realleged as if set forth herein.

338. During the course of employment, Plaintiffs and members of the Potential FLSA Class, have, on regular occasions, worked more than forty hours per week.

339. The drivers’ point of origin and point of termination for all trips, regular and charter are in the State of Missouri and any travel over interstate boundaries is *de minimis* when compared to the total number of miles driven by Plaintiffs in any given year.

340. Any interstate travel by any Plaintiff is not integral to that plaintiff's job.

341. Under the FLSA, First Student is required to compensate Plaintiffs and the members of the Potential FLSA Class one and one half (150%) of their regular rate of

compensation for all hours worked over 40 hours, including partial hours.

342. In an attempt to avoid this obligation, First Student divides the time expended into “Regular” and “Charter Rate” categories and under reports time actually worked by an employee.

343. As long as the number of hours does not exceed 40 for any given category, even though the total number of hours worked in a given week exceeds forty (40) hours, the drivers and drivers’ assistants would only be paid their regular rate of pay.

344. In addition, First Student fails to compensate its employees altogether for Preliminary and Postliminary activities as well as for the Dead Time on charter runs.

345. To the extent the Preliminary and Postliminary activities as well as uncompensated Dead Time would have resulted in employees, including the Plaintiffs, working overtime hours, First Student has violated the FLSA by failing to pay overtime compensation.

346. The failure to pay overtime rates for all hours worked in excess of 40 hours for any employee is a violation of the FLSA.

WHEREFORE, plaintiffs pray for judgment awarding:

- a) The certification of this matter as an “opt-in” class action under Section 216(b) of the FLSA ; and,
- b) Actual Damages, including back pay; and,
- c) Liquidated Damages; and,
- d) An extension of the limitations period applicable to this case to three years; and,
- e) Imposition of counsel fees and costs; and,
- f) Any and all other equitable remedies the court may deem appropriate.

COUNT III
(Violation of Missouri's Wage and Hour Laws - Straight Time Claim)

347. The factual allegations set forth in the foregoing paragraphs are repeated and realleged as if set forth herein

348. At all relevant times herein, Plaintiffs and those similarly situated have been entitled to the rights, protections, and benefits provided under Missouri's Wage and Hour Laws ("MWHL"), Mo. Rev. Stat. § 290.500, *et seq.*

349. First Student is a person who is acting directly or indirectly in the interest of an employer in relation to an employee, making First Student an "employer" within the meaning of Mo. Rev. Stat. § 290.500(4).

350. Plaintiffs and those similarly situated are or were "employees" of First Student within the meaning of Mo. Rev. Stat. § 290.500(3).

351. The MWHL exempts certain categories of employees from Missouri's overtime wage and other obligations, none of which apply to Plaintiffs or members of the Class. Mo. Rev. Stat. § 290.500(3).

352. Defendants had knowledge that Plaintiffs and those similarly situated were classified as non-exempt employees and such knowledge forms the basis for a willful violation of the MWHL.

353. In the course of perpetrating these unlawful practices, First Student also failed to keep accurate records of the hours worked each day and each workweek by their employees as required under Missouri law. Mo. Rev. Stat. § 290.520.

354. Plaintiffs and those similarly situated are victims of a uniform and employer-based

compensation policy. This uniform policy, in violation of Missouri's Wage and Hour laws, has been applied to all Class members.

355. First Student has failed to pay Plaintiffs and those similarly situated for time spent working including but not necessarily limited to preliminary and postliminary activities as well as "dead time."

356. First Student has refused and continues to refuse to pay drivers and assistants for all time worked which is not overtime, i.e. "straight time."

357. The failure of First Student to pay for all straight time worked is a violation of the MWHL.

WHEREFORE, plaintiffs pray for judgment awarding:

- a) The certification of the MWHL claims as an "opt-in" class action under FRCP 23; and,
- b) Awarding actual damages, including back pay; and,
- c) Liquidated Damages; and
- d) All available pre-judgment and post-judgment interest; and
- e) Imposition of counsel fees and costs; and,
- f) Any and all other equitable remedies the court may deem appropriate.

Count IV
(Violation of Missouri's Wage and Hour Laws - Overtime Claims)

358. The factual allegations set forth in the forgoing paragraphs are repeated and realleged as if set forth herein.

359. Defendant is required to pay overtime in accordance with Mo. Rev. Stat. § 290.505, which provides in pertinent part:

Overtime compensation [. . .] No employer shall employ any of his employees for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

360. Plaintiffs and those similarly situated worked more than forty (40) hours in a workweek without being compensated at a rate of at least one and one-half times their regular rate of pay at which they were employed for all time worked because of Defendant's wage and hour practices as stated herein.

361. Defendant, pursuant to its policies and practices, violated Missouri wage and hour laws by refusing and failing to pay Plaintiff and members of the Class overtime wages required under Missouri law. Mo. Rev. Stat. § 290.505.1.

362. There is no exemption under Missouri law that excuses Defendant from meeting its overtime obligations to pay Plaintiff and the Class pursuant to Mo. Rev. Stat. § 290.505.

363. Under the MWHL, First Student is required to compensate Plaintiffs and the members of the Potential MWHL Class one and one half (150%) of their regular rate of pay for all hours worked over 40 hours, including partial hours.

364. As set forth above, First Student has failed and refused to pay overtime as required by the MWHL.

365. The failure to pay overtime compensation for all hours worked in excess of 40 hours for any plaintiff or member of the Proposed MWHL Class is a violation of the MWHL.

WHEREFORE, plaintiffs pray for judgment awarding:

- a) The certification of the MWHL claims as an “opt-in” class action under FRCP 23; and,
- b) Awarding actual damages, including back pay; and,
- c) Liquidated Damages; and
- d) All available pre-judgment and post-judgment interest; and
- e) Imposition of counsel fees and costs; and,

Any and all other equitable remedies the court may deem appropriate.

Dated: April 7, 2016

FOR THE PLAINTIFFS:

THE FLYNN LAW FIRM, P.C.

By: s/ Robert F. Flynn
ROBERT F. FLYNN # 60453MO
1150 Grand Blvd., Ste. 300
Kansas City, MO 64106-2303
(816) 283-3400 (913) 782-1383/Fax
Robert@TheFlynnLawFirm.com

CRONIN & BERKOWITZ
Patrick T. Cronin (NJ Bar #6601)
(*Pro Hac Vice* Application Forthcoming)
Steven Berkowitz (NJ Bar #0569)
(*Pro Hac Vice* Application Forthcoming)
10000 Lincoln Drive East, Ste. 202
Marlton, NJ 08053
(856) 350-6200 (856) 751-1677/Fax
pcronin@croninmusto.LLB1.com
sberkowitz@berkpc.com